

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA,

CIVIL ACTION NO.:

Plaintiff,

HONORABLE:

vs.

AMY B. DENSTEDT

Defendant,

<b>COMPLAINT</b>
------------------

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 7042 Chippewa Dr., Romulus, MI 48174.

**The Debt – Account Nos. 1999A20539, 1999A16857,  
1999A15616 and 1999A18102**

3. The debt owed to the United States of America is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$13,042.90
B. Current Capitalized Interest Balance and Accrued Interest	\$14,305.19
C. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00
<b>Total Owed</b>	<b>\$27,348.09</b>

The Certificate of Indebtedness, attached as Exhibit “A”, shows the total owed excluding attorney’s fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 8.25% per annum.

#### **Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;

- B. For attorney's fees to the extent allowed by law;
- C. Filing fee of \$400.00 as premitted by 28 U.S.C. § 2412(a)(2);

and,

- D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.

CRAIG S. SCHOENHERR, SR. (P32245)

Attorney for Plaintiff

O'Reilly Rancilio PC

12900 Hall Rd Ste 350

Sterling Heights, MI 48313

Phone: (586) 726-1000

Fax: (586) 726-1560

[cschoenherr@orlaw.com](mailto:cschoenherr@orlaw.com)

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Amy B. Denstedt  
7042 Chippewa Dr.  
Romulus, MI 48174-4090  
Account No. xxx-xx-6214

I certify that U. S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 03/29/18.

On or about 08/29/94 and 10/09/95 the borrower executed promissory note(s) to secure loan(s) of \$3,125.00 & \$2,375.00 and \$4,589.00 & \$1,901.00 from the U. S. Department of Education. This loan was disbursed for \$3,125.00 & \$2,375.00 on 09/28/94 through 12/23/94, \$4,589.00 on 10/24/95 through 01/02/96, and \$1,901.00 on 10/31/95 through 01/02/96 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087a *et seq.* (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 06/16/97. Pursuant to 34 C.F.R. § 685.202(b), a total of \$1,234.90 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$22.95 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

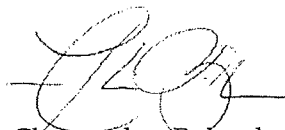
Principal:	\$ 13,042.90
Interest:	\$ 14,305.19

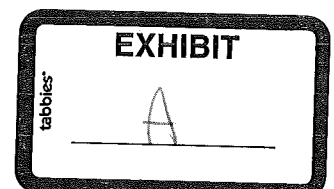
Total debt as of 03/29/18:	\$ 27,348.09
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Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$1.46 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 03/29/18

  
Christopher Bolander  
Loan Analyst / Litigation Support





# William D. Ford Federal Direct Loan Program

## U.S. Department of Education

OMB No. 1840-  
Form Approved  
Exp. Date 06/93

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

### Federal Direct Stafford/Ford Federal Direct Unsubsidized Stafford/Ford Promissory Note and Disclo

#### Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)  
DENSTEDT, AMY B

42243 HARTFORD CT

CANTON, MI 48187-0000

IMAGE-RECORDS

OCT 13 1995

106

2. Social Security Number  
[REDACTED] - 6214

3. Date of Birth  
[REDACTED] / 71

4. Area Code/Telephone Number  
(313) 981-1173

5. Driver's License Number (List state abbreviation first.)  
MI - [REDACTED] 528

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name 1. ROBERT DENSTEDT  
Permanent Address 42243 HARTFORD CT  
City, State, Zip Code CANTON MI 48187  
Area Code/Telephone Number (313) 981 1173

2. JOANNE ZAVISA  
45323 HARMONY LN.  
BELLEVOUE MI 48111  
(313) 697 8521

#### Section B: To Be Completed By The School

7. School Name  
UNIVERSITY OF MICHIGAN-DEARBORN

8. Loan Period From: MM/DD/YY To: MM/DD/YY  
Approved 09/05/95 04/26/96

9. School Address (street, city, state, zip code)  
4901 EVERGREEN, DEARBORN, MI 48128

10. School Code  
G0232

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct	1st 09/05/95	\$ 2295	4.00	\$ 91	\$ 2204	VARIABI
Subsidized	2nd 12/26/95	\$ 2294	4.00	\$ 91	\$ 2203	
Loan	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 4589		\$ 182	\$ 4407	
Direct						
Unsubsidized						
Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or loans) disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this P Note is true and accurate. The proceeds of this loan will be used for authorized educational ex the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal f Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a Stat Incentive Grant and that I am not now in default on any loan received under the Federal Per Program (including National Defense Student Loans) or the Federal Family Education Loan Pr if I am in default, I have made repayment arrangements that are satisfactory to the Secret Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

[REDACTED] 6214-S-96-G02326-1-01 01

12. Signature of Borrower

Date

4589

10/04/95 10:25:14  
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**FEDERAL DIRECT STUDENT LOAN PROGRAM**

U.S. Department of Education, Washington, DC

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

OMB No. 1840-0667  
Form Approved  
Exp. Date 06/30/95



**Federal Direct Stafford Loan  
Federal Direct Unsubsidized Stafford Loan  
Promissory Note and Disclosure**

**Section A: To Be Completed By Borrower**

1. Name (last, first, middle initial) DENSTEDT, AMY B	2. Social security number [REDACTED] - 6214	3. Date of birth [REDACTED] / 71
4. Permanent home address (street, city, state, ZIP) 42243 HARTFORD CT, CANTON, MI 48187		
5. Permanent home phone (with area code) (313) 981-1173	6. Driver's license state and number MI - [REDACTED] 528	

7. References: You must list two persons with different U.S. addresses, who have known you for at least three years.

Name	Robert Denstedt	Dana Doranski
Permanent address	42243 Hartford Ct.	30244 Dawson
City, state, ZIP	Canton, MI 48187	Garden City, MI 48135
Area code/telephone	(313) 981-1173	(313) 427-7012

**Section B: To Be Completed by School**

8. School name UNIVERSITY OF MICHIGAN-DEARBORN	9. Loan period approved From: MM/DD/YY 09/08/94 To: MM/DD/YY 04/26
10. School address (street, city, state, ZIP) 4901 EVERGREEN RD, DEARBORN, MI 48128	11. School code/branch G02326

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
Federal Direct Stafford Loan	1st 09/08/94	\$ 1563	4.00	\$ 63	\$ 1500	VARIABLE
	2nd 01/04/95	\$ 1562	4.00	\$ 62	\$ 1500	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 3125		\$ 125	\$ 3000	

	Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
Federal Direct Unsubsidized Stafford Loan						
	Total					

IMAGE-RECORDS  
SEP 15 1994

IMAGE-RECORDS

SEP 10 1994

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower's of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPA

12. Loan identification number(s) [REDACTED] 6214-S-95-G02326-1-01
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8/29/94



**FEDERAL DIRECT STUDENT LOAN PROGRAM**

U.S. Department of Education, Washington, DC

OMB No. 1840-0687  
Form Approved  
Exp. Date 08/30/95

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

**Federal Direct Stafford Loan  
Federal Direct Unsubsidized Stafford Loan  
Promissory Note and Disclosure****Section A: To Be Completed By Borrower**

1. Name (last, first, middle initial) <b>DENSTEDT, AMY B</b>	2. Social security number <b>[REDACTED] - 6214</b>	3. Date of birth <b>[REDACTED] / 71</b>
4. Permanent home address (street, city, state, ZIP) <b>42243 HARTFORD CT, CANTON, MI 48187</b>		
5. Permanent home phone (with area code) <b>(313) 981-1173</b>	6. Driver's license state and number <b>MI - [REDACTED] 528</b>	
7. References: You must list two persons with different U.S. addresses, who have known you for at least three years.		

Name	<b>Robert Denstedt</b>	<b>Dana Doranski</b>
Permanent address	<b>42243 Hartford Ct.</b>	<b>30244 Dawson</b>
City, state, ZIP	<b>Canton, MI 48187</b>	<b>Garden City, MI 48135</b>
Area code/telephone	<b>(313) 981-1173</b>	<b>(313) 427-7012</b>

**Section B: To Be Completed by School**

8. School name <b>UNIVERSITY OF MICHIGAN-DEARBORN</b>	9. Loan period approved From: MM/DD/YY <b>09/08/94</b> To: MM/DD/YY <b>04/26/95</b>
10. School address (street, city, state, ZIP) <b>4901 EVERGREEN RD, DEARBORN, MI 48128</b>	11. School code/branch <b>G02326</b>

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
<b>Federal Direct Unsubsidized Stafford Loan</b>						
	<b>Total</b>					
	1st 09/08/94	\$ 1188	4.00	\$ 48	\$ 1140	<b>5.75%</b>
	2nd 01/04/95	\$ 1187	4.00	\$ 47	\$ 1140	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	<b>Total</b>	<b>\$ 2375</b>		<b>\$ 95</b>	<b>\$ 2280</b>	<b>5</b>

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the institution identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower's Statement of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant, and that I am not now in default on any loan received under the Federal Perkins Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPA

12. Loan identification number(s) <b>[REDACTED] 6214-U-95-G02326-1-01</b>
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8/29/94



# William D. Ford Federal Direct Loan Program

## U.S. Department of Education

OMB No. 1840-  
Form Approved  
Exp. Date 06/93

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### Federal Direct Stafford/Ford Federal Direct Unsubsidized Stafford/Ford Promissory Note and Disclo

#### Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)  
DENSTEDT, AMY B  
42243 HARTFORD CT  
CANTON, MI 48187-0000

IMAGE-RECORDS

OCT 13 1995

106

2. Social Security Number  
[REDACTED] 6214

3. Date of Birth  
[REDACTED] /71

4. Area Code/Telephone Number  
(313) 981-1173

5. Driver's License Number (List state abbreviation first.)  
MI-[REDACTED] 528

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

1. ROBERT DENSTEDT  
Permanent Address 42243 HARTFORD CT  
City, State, Zip Code CANTON MI 48187  
Area Code/Telephone Number (313) 981 1173

2. JOANNE ZAUSA  
Permanent Address 45323 HARMONY LN  
City, State, Zip Code BELLEVILLE MI 48111  
Area Code/Telephone Number (313) 697 8521

#### Section B: To Be Completed By The School

7. School Name  
UNIVERSITY OF MICHIGAN-DEARBORN

8. Loan Period Approved From: MM/DD/YY To: MM/DD/YY  
09/05/95 04/26/96

9. School Address (street, city, state, zip code)  
4901 EVERGREEN, DEARBORN, MI 48128

10. School Code  
G0232

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan						
Total						
Direct Unsubsidized Loan	1st 09/05/95	\$ 951	4.00	\$ 38	\$ 913	VARIAB
	2nd 12/26/95	\$ 950	4.00	\$ 38	\$ 912	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
Total		\$ 1901		\$ 76	\$ 1825	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

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and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account school identified in Section B.

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I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

[REDACTED] 6214-U-96-G02326-1-01 01

12. Signature of Borrower

Date

1901

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